

EXHIBIT 2

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12 TWITCH INTERACTIVE, INC.

13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA

15 IN RE PERSONALWEB TECHNOLOGIES, LLC,
ET AL., PATENT LITIGATION

Case No. 5:18-md-02834-BLF

17 PERSONALWEB TECHNOLOGIES, LLC and
LEVEL 3 COMMUNICATIONS, LLC,

Case No. 5:18-cv-05619-BLF

18 Plaintiffs,

19 v.

20 TWITCH INTERACTIVE, INC.,

21 Defendant.

**DEFENDANT TWITCH
INTERACTIVE, INC.'S
RESPONSES AND OBJECTIONS TO
PERSONALWEB TECHNOLOGIES,
INC.'S SECOND SET OF REQUESTS
FOR PRODUCTION (NOS. 35–83)**

23 PROPOUNDING PARTY: PERSONALWEB TECHNOLOGIES, INC.

24 RESPONDING PARTY: TWITCH INTERACTIVE, INC.

25 SET NUMBER: TWO (35–83)

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Twitch Interactive, Inc. (hereafter, "Twitch"), by and through their counsel, hereby responds to Plaintiffs, of PersonalWeb Technologies, LLC ("PersonalWeb"), Second Set of Requests for Production (Nos. 35-83) as follows:

GENERAL OBJECTIONS

The following general objections are stated with respect to each and every document request whether or not specifically identified in response thereto. To the extent any of these general objections are not raised in any particular response, Twitch does not waive those objections.

1. Twitch objects to each and every definition and request as overly broad, unduly burdensome, and not proportional to the needs of the case because they are not limited to a specific geographic area. Twitch will only provide discovery with respect to the United States.

2. Twitch objects to the definitions of "You," "Your," or "Twitch" because it seeks to broaden the scope of allowable discovery and seeks information that is not within the possession, custody, or control of Twitch, but is in the possession of third-parties and non-parties to this lawsuit. Twitch further objects to the definition of these terms to the extent it includes Twitch's attorneys and patent agents and seeks privileged and attorney-work product information. Twitch will interpret these terms as referring to Twitch Interactive, Inc. only.

3. Twitch objects to the definition of "Fingerprint" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the item or feature with specificity. Twitch will interpret this term as a Ruby on Rails fingerprint or a similar value that is calculated via a hash algorithm and that renders the name of a file dependent on the contents of the file.

4. Twitch objects to the definition of "Meeting" as overly broad and unduly burdensome, vague and ambiguous, not proportional to the needs of this case, and failing to describe the information sought with reasonable particularity.

5. Twitch objects to the definition of "Document" as overly broad and unduly burdensome, vague and ambiguous, not proportional to the needs of this case, and failing to describe the information sought with reasonable particularity. Twitch will not search for documents

1 that are not within its possession, custody, or control.

2 6. Twitch objects to the definition of “Thing” as overly broad and unduly burdensome,
3 vague and ambiguous, not proportional to the needs of this case, and failing to describe the
4 information sought with reasonable particularity.

5 7. Twitch objects to the definition of “Cache-Busting” as vague, ambiguous, overly
6 broad, unduly burdensome, and not proportional to the needs of the case as it does not identify the
7 item or feature with specificity, and PersonalWeb does not explain what is meant by “valid”
8 content.

9 8. Twitch objects to these requests and definitions to the extent that they seek to impose
10 duties beyond those required by the Federal Rules of Civil Procedure and the Local Rules of this
11 district. Twitch’s responses shall be made only in accordance with the applicable rule(s).

12 9. Twitch objects to these requests to the extent that they seek information equally
13 available to PersonalWeb in the public domain or that is already in the possession, custody, or
14 control of PersonalWeb.

15 10. Twitch objects to these requests to the extent that they seek information that is in
16 the possession, custody, or control of parties over whom Twitch has no control.

17 11. Twitch objects to each and every instruction, definition, and request to the extent
18 that it seeks the disclosure of information protected by the attorney-client privilege, the attorney
19 work-product doctrine, or any other applicable privilege, immunity, or protection, as provided by
20 any applicable law. Twitch does not intend to disclose such privileged or protected information.
21 Twitch’s inadvertent disclosure of any such information should not be deemed a waiver of any
22 privilege, immunity, or protection, and Twitch expressly reserves the right to object to the
23 introduction at trial or to any other use of such information that may be inadvertently disclosed.
24 Twitch objects to discovery of attorney-client privileged communications after the filing of this
25 lawsuit and to discovery of work-product materials generated after the filing of this lawsuit.

26 12. Twitch objects to these requests to the extent they seek information concerning
27 Amazon CloudFront. CloudFront is not accused in PersonalWeb’s counterclaim against
28 Amazon.com, Inc. or Amazon Web Services, Inc. (collectively “Amazon”) or in any of the

1 complaints against Amazon’s customers, including Twitch; it is accordingly outside the scope of
2 discovery in this case. Moreover, PersonalWeb does not have standing to bring claims against
3 CloudFront. (*See* Case No. 5:18-md-02834, Dkt. 413, 453.) To the extent Twitch provides
4 discovery on CloudFront, it does so explicitly without waiver of this objection.

5 13. Twitch objects to these requests to the extent they seek information concerning
6 Amazon Simple Storage System (S3). PersonalWeb’s infringement claims against Amazon and
7 its customers, including Twitch, are barred by the doctrine of claim preclusion and the Supreme
8 Court’s decision in *Kessler v. Eldred*, 206 U.S. 285 (1907). (*See* Order Granting in Part and
9 Denying in Part Amazon’s Motion for Summary Judgment dated March 13, 2019 (“Summary
10 Judgment Order”).) As such, any discovery concerning S3 is outside the scope of discovery in this
11 case. To the extent Twitch provides discovery on S3, it does so explicitly without waiver of this
12 objection.

13 14. Twitch objects to these requests to the extent they purport to include email. Email
14 production is not required in patent cases, and any request for email is unduly burdensome and not
15 proportional to the needs of the case. (*See, e.g.*, Court’s [Model] Stipulation & Order Re: Discovery
16 of Electronically Stored Information for Patent Litigation (“General ESI production requests . . .
17 shall not include email or other forms of electronic correspondence.”).)

18 15. The responses given herein shall not be deemed to waive any claim of privilege or
19 immunity Twitch may have as to any response, document, or thing, or any question or right of
20 objection as to authenticity, competency, relevancy, materiality, admissibility, or any other
21 objection Twitch may have as to a demand for further response to these or other requests, or to any
22 objection to the use of such information, documents, or things in any other proceeding filed after
23 the production of such information or documents.

24 16. Nothing contained herein may be construed as an admission relative to the existence
25 or non-existence of any document, and no response may be construed as an admission with respect
26 to the relevancy or admissibility in evidence of any statement or characterization contained in these
27 requests or respecting the authenticity, competency, relevancy, materiality, or admissibility of any
28 document or thing referenced by these requests.

17. Discovery in this matter is ongoing and Twitch reserves the right to revise or supplement any response herein.

1 and incorporates those bases herein. Twitch will interpret “You” as Twitch Interactive, Inc. only.

2 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
3 particular time period and/or geographic area relevant to the case.

4 Twitch objects to this request to the extent it seeks not facts or contentions in this case, but
5 a legal opinion or legal conclusion.

6 Twitch objects to this request to the extent it is duplicative of other discovery requests,
7 including but not limited to Requests for Production Nos. 1-4.

8 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
9 and unintelligible in that it seeks “all documents.”

10 Subject to and without waiving any objections, Twitch responds as follows:

11 Twitch will produce non-privileged, non-protected documents on which it will rely at trial
12 to support its non-infringement defense. Twitch further responds that it will produce non-
13 privileged, non-protected documents sufficient to show the technical design, operation, and
14 functionality of Twitch’s use of content-based ETags to serve assets on Twitch.tv, and how the
15 Twitch.tv website used a Ruby on Rails fingerprint or a similar value that is calculated via a hash
16 algorithm and that renders the name of a file dependent on the contents of the file in HTTP requests
17 during the time period of September 14, 2012 to December 25, 2016 for the United States, to the
18 extent such documents exist in Twitch’s possession, custody, or control, can be identified upon a
19 reasonable search, and have not already been produced in response to prior requests.

20 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
21 amend, or modify its response to this request as additional facts are learned and as otherwise
22 appropriate.

23 **REQUEST FOR PRODUCTION NO. 36:**

24 All documents relating to any comparison between any person’s product or service and the
25 claims or subject matter of the patents-in-suit.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

27 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
28 objects to this request to the extent it seeks information protected by the attorney-client privilege,

1 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
2 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
3 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
4 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
5 applicable order of the Court.

6 Twitch objects to this request to the extent it seeks information that is subject to any
7 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
8 to any third party. Twitch further objects to this request to the extent that it purports to require
9 Twitch to disclose private or personally-identifiable information of its employees, customers, or
10 users. Twitch does not intend to provide such information without the consent of the relevant
11 persons or a court order.

12 Twitch objects to this request to the extent it seeks information that is neither relevant to
13 any claim or defense in this action nor proportional to the needs of the case.

14 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
15 and unintelligible with respect to the phrase “any comparison between any person’s product or
16 service and the claims or subject matter of the patents-in-suit.”

17 Twitch objects to this request as seeking Twitch’s legal contentions. Twitch further objects
18 to this request as prematurely seeking expert testimony before the time called for the Local Rules
19 and the Court’s case schedule.

20 In connection with its Patent L.R. 3-3 invalidity contentions, Twitch has already provided
21 its invalidity contentions comparing prior art to the asserted claims. Twitch will produce any other
22 documents relating to its invalidity case at the time required under the Court’s Local Rules and the
23 case schedule.

24 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
25 amend, or modify its response to this request as additional facts are learned and as otherwise
26 appropriate.

27 **REQUEST FOR PRODUCTION NO. 37:**

28 All documents constituting or relating to any communication between Twitch and any

1 person concerning the scope or construction of the patents-in-suit.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

3 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
4 objects to this request to the extent it seeks information protected by the attorney-client privilege,
5 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
6 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
7 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
8 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
9 applicable order of the Court.

10 Twitch objects to this request to the extent it seeks information that is subject to any
11 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
12 to any third party. Twitch further objects to this request to the extent that it purports to require
13 Twitch to disclose private or personally-identifiable information of its employees, customers, or
14 users. Twitch does not intend to provide such information without the consent of the relevant
15 persons or a court order.

16 Twitch objects to the term “You” on the basis identified in the General Objections above
17 and incorporates those bases herein. Twitch will interpret “You” as Twitch Interactive, Inc. only.

18 Twitch objects to this interrogatory to the extent it seeks information that is neither relevant
19 to any claim or defense in this action nor proportional to the needs of the case.

20 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
21 and unintelligible in that it seeks “all documents.”

22 Twitch objects to the request for “[a]ny communication” related to the subject matter of the
23 request to the extent it purports to include email. Email production is not required in this case
24 absent specific request. (*See, e.g.,* Court’s [Model] Stipulation & Order Re: Discovery of
25 Electronically Stored Information for Patent Litigation (“General ESI production requests . . . shall
26 not include email or other forms of electronic correspondence.”).)

27 Twitch objects to this request as seeking Twitch’s legal contentions and conclusions.

28 Twitch objects to this request as seeking protected joint defense communications; Twitch

1 will not produce privileged or protected material.

2 Subject to and without waiving any objections, Twitch responds as follows:

3 Twitch will produce non-privileged, non-protected documents relating to the scope or
4 construction of the patents-in-suit, to the extent such documents exist in its possession, custody or
5 control and can be identified upon a reasonable search.

6 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
7 amend, or modify its response to this request as additional facts are learned and as otherwise
8 appropriate.

9 **REQUEST FOR PRODUCTION NO. 38:**

10 All documents referring to the above-captioned litigation.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

12 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
13 objects to this request to the extent it seeks information protected by the attorney-client privilege,
14 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
15 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
16 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
17 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
18 applicable order of the Court.

19 Twitch objects to this request to the extent it seeks information that is subject to any
20 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
21 to any third party. Twitch further objects to this request to the extent that it purports to require
22 Twitch to disclose private or personally-identifiable information of its employees, customers, or
23 users. Twitch does not intend to provide such information without the consent of the relevant
24 persons or a court order.

25 Twitch objects to this request to the extent it seeks information equally available to
26 PersonalWeb in the public domain.

27 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
28 and unintelligible in that it seeks “all documents.”

1 Subject to and without waiving any objections, Twitch responds as follows:

2 Twitch will produce non-privileged, non-protected documents related to this litigation, to
3 the extent such documents exist in its possession, custody or control, have not already been
4 produced, and can be located upon a reasonable search.

5 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
6 amend, or modify its response to this request as additional facts are learned and as otherwise
7 appropriate.

8 **REQUEST FOR PRODUCTION NO. 39:**

9 All documents relating to PersonalWeb.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

11 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
12 objects to this request to the extent it seeks information protected by the attorney-client privilege,
13 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
14 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
15 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
16 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
17 applicable order of the Court.

18 Twitch objects to this request to the extent it seeks information that is subject to any
19 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
20 to any third party. Twitch further objects to this request to the extent that it purports to require
21 Twitch to disclose private or personally-identifiable information of its employees, customers, or
22 users. Twitch does not intend to provide such information without the consent of the relevant
23 persons or a court order.

24 Twitch objects to this request to the extent it seeks information equally available to
25 PersonalWeb in the public domain.

26 Twitch objects to this request to the extent it seeks information not in Twitch's possession,
27 custody or control.

28 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,

1 and unintelligible in that it seeks “all documents.”

2 Subject to and without waiving any objections, Twitch responds as follows:

3 Twitch will produce non-privileged, non-protected documents in its possession relating to
4 PersonalWeb, to the extent such documents exist in Twitch’s possession, custody, or control, were
5 not already produced in this case by either PersonalWeb or Twitch, and can be identified upon a
6 reasonable search.

7 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
8 amend, or modify its response to this request as additional facts are learned and as otherwise
9 appropriate.

10 **REQUEST FOR PRODUCTION NO. 40:**

11 All documents created by PersonalWeb in your possession, custody, or control.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

13 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
14 objects to this request to the extent it seeks information protected by the attorney-client privilege,
15 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
16 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
17 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
18 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
19 applicable order of the Court.

20 Twitch objects to this request to the extent it seeks information that is subject to any
21 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
22 to any third party. Twitch further objects to this request to the extent that it purports to require
23 Twitch to disclose private or personally-identifiable information of its employees, customers, or
24 users. Twitch does not intend to provide such information without the consent of the relevant
25 persons or a court order.

26 Twitch objects to this request to the extent it seeks information equally available to
27 PersonalWeb in the public domain.

28 Twitch objects to this request to the extent it seeks information not in Twitch’s possession,

1 custody or control.

2 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
3 and unintelligible in that it seeks “all documents.”

4 Subject to and without waiving any objections, Twitch responds as follows:

5 Twitch will produce non-privileged, non-protected documents in its possession relating to
6 PersonalWeb, to the extent such documents exist in Twitch’s possession, custody, or control, were
7 not already produced in this case by either PersonalWeb or Twitch and can be identified upon a
8 reasonable search.

9 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
10 amend, or modify its response to this request as additional facts are learned and as otherwise
11 appropriate.

12 **REQUEST FOR PRODUCTION NO. 41:**

13 All documents relating to your relationship with Amazon Web Services, Inc.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 41:**

15 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
16 objects to this request to the extent it seeks information protected by the attorney-client privilege,
17 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
18 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
19 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
20 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
21 applicable order of the Court.

22 Twitch objects to this request to the extent it seeks information that is subject to any
23 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
24 to any third party. Twitch further objects to this request to the extent that it purports to require
25 Twitch to disclose private or personally-identifiable information of its employees, customers, or
26 users. Twitch does not intend to provide such information without the consent of the relevant
27 persons or a court order.

28 Twitch objects to this request to the extent it seeks information equally available to

1 PersonalWeb in the public domain.

2 Twitch objects to this request to the extent it seeks information that is neither relevant to
3 any claim or defense in this action nor proportional to the needs of the case.

4 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
5 particular time period and/or geographic area relevant to the case.

6 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
7 and unintelligible in that it seeks “all documents.”

8 Twitch objects to this request as it seeks information that is neither relevant to any claim or
9 defense in this action nor proportional to the needs of the case. Twitch’s relationship with Amazon
10 Web Services, Inc., a separate company with its own separate accused products and services, is not
11 relevant to any issue in the case against Twitch.

12 **REQUEST FOR PRODUCTION NO. 42:**

13 All documents relating to your relationship with Amazon.com, Inc.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 42:**

15 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
16 objects to this request to the extent it seeks information protected by the attorney-client privilege,
17 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
18 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
19 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
20 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
21 applicable order of the Court.

22 Twitch objects to this request to the extent it seeks information that is subject to any
23 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
24 to any third party. Twitch further objects to this request to the extent that it purports to require
25 Twitch to disclose private or personally-identifiable information of its employees, customers, or
26 users. Twitch does not intend to provide such information without the consent of the relevant
27 persons or a court order.

28 Twitch objects to this request to the extent it seeks information equally available to

1 PersonalWeb in the public domain.

2 Twitch objects to this request to the extent it seeks information that is neither relevant to
3 any claim or defense in this action nor proportional to the needs of the case.

4 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
5 and unintelligible in that it seeks “all documents.” Twitch further objects to the undefined term
6 “Amazon.com, Inc.” Twitch will interpret this term as Amazon.com, Inc. only.

7 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
8 particular time period and/or geographic area relevant to the case.

9 Twitch objects to this request as it seeks information that is neither relevant to any claim or
10 defense in this action nor proportional to the needs of the case. Twitch’s relationship with
11 Amazon.com, Inc., a separate company with its own separate accused products and services, is not
12 relevant to any issue in the case against Twitch.

13 **REQUEST FOR PRODUCTION NO. 43:**

14 All documents relating to the research, development, testing, financing, and/or marketing
15 of your accused instrumentality or any products and/or service you provide that includes a cache
16 control or cache busting function, including without limitation marketing requirements documents,
17 budgets, business plans, marketing plans, forecasts, financial reports and management reports.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 43:**

19 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
20 objects to this request to the extent it seeks information protected by the attorney-client privilege,
21 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
22 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
23 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
24 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
25 applicable order of the Court.

26 Twitch objects to this request to the extent it seeks information that is subject to any
27 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
28 to any third party. Twitch further objects to this request to the extent that it purports to require

1 Twitch to disclose private or personally-identifiable information of its employees, customers, or
2 users. Twitch does not intend to provide such information without the consent of the relevant
3 persons or a court order.

4 Twitch objects to this request as vague, ambiguous, and exceeding the boundaries of
5 discoverable information. For example, this request seeks documents “relating to the research,
6 development, testing, financing, and/or marketing of your accused instrumentality or any products
7 and/or service.” But it is unclear what “products and/or service” this request is referring to. Twitch
8 objects to the extent this seeks discovery on anything not specifically charted in PersonalWeb’s
9 Infringement Contentions. Twitch will only respond to requests concerning those accused
10 instrumentalities specifically charted in PersonalWeb’s Infringement Contentions.

11 Twitch objects to the term “your” and “you” on the basis identified in the General
12 Objections above and incorporates those bases herein. Twitch will interpret “you” as Twitch
13 Interactive, Inc. only.

14 Twitch further objects to the phrase “includes a cache control or cache busting function” as
15 vague, ambiguous and not proportional to the needs of the case, as it does not identify the
16 information sought with particularity.

17 Twitch objects to this request because projected revenues related to the accused
18 instrumentality are not relevant to any issue in the case as the asserted patents have expired.

19 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
20 particular time period and/or geographic area relevant to the case.

21 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
22 and unintelligible in that it seeks “all documents.”

23 Twitch objects to this request to the extent it is duplicative of other discovery requests,
24 including but not limited to Requests for Production Nos. 9, 14, 17-18.

25 Subject to and without waiving any objections, Twitch responds as follows:

26 Twitch will produce non-privileged, non-protected documents sufficient to show the costs
27 and benefits of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash
28 algorithm and that renders the name of a file dependent on the contents of the file or ETags

1 calculated based on contents of a corresponding file during the time period of September 14, 2012
2 to December 25, 2016 for the United States, to the extent such documents exist in Twitch's
3 possession, custody, or control and can be identified upon a reasonable search, and have not already
4 been produced in response to prior requests.

5 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
6 amend, or modify its response to this request as additional facts are learned and as otherwise
7 appropriate.

8 **REQUEST FOR PRODUCTION NO. 44:**

9 Any source code created, designed, or written for use with or in your accused
10 instrumentality or any product or service you provide that includes a cache control or cache busting
11 function.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

13 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
14 objects to this request to the extent it seeks information protected by the attorney-client privilege,
15 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
16 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
17 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
18 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
19 applicable order of the Court.

20 Twitch objects to this request to the extent it seeks information that is subject to any
21 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
22 to any third party. Twitch further objects to this request to the extent that it purports to require
23 Twitch to disclose private or personally-identifiable information of its employees, customers, or
24 users. Twitch does not intend to provide such information without the consent of the relevant
25 persons or a court order.

26 Twitch objects to this request as vague, ambiguous, and exceeding the boundaries of
27 discoverable information because it is unclear what "service" this request is referring to. Twitch
28 objects to the extent this seeks discovery on anything not specifically charted in PersonalWeb's

1 Infringement Contentions. Twitch will only respond to requests concerning those accused
2 instrumentalities specifically charted in PersonalWeb's Infringement Contentions.

3 Twitch objects to the term "your" and "you" on the basis identified in the General
4 Objections above and incorporates those bases herein. Twitch will interpret "you" as Twitch
5 Interactive, Inc. only.

6 Twitch further objects to the phrase "includes a cache control or cache busting function" as
7 vague, ambiguous and not proportional to the needs of the case, as it does not identify the
8 information sought with particularity.

9 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
10 particular time period and/or geographic area relevant to the case.

11 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
12 and unintelligible in that it seeks "any source code."

13 Subject to and without waiving any objections, Twitch responds as follows:

14 Twitch has already made available for inspection, pursuant to the terms of the protective
15 order, source code reflecting the operation of the accused Twitch.tv website in the United States,
16 including the revisions to that code that existed between September 14, 2012 through December
17 25, 2016.

18 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
19 amend, or modify its response to this request as additional facts are learned and as otherwise
20 appropriate.

21 **REQUEST FOR PRODUCTION NO. 45:**

22 All documents related to the value of your accused instrumentality, including documents
23 regarding the value of any cache control or cache busting feature provided thereby.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 45:**

25 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
26 objects to this request to the extent it seeks information protected by the attorney-client privilege,
27 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
28 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects

1 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
2 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
3 applicable order of the Court.

4 Twitch objects to this request to the extent it seeks information that is subject to any
5 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
6 to any third party. Twitch further objects to this request to the extent that it purports to require
7 Twitch to disclose private or personally-identifiable information of its employees, customers, or
8 users. Twitch does not intend to provide such information without the consent of the relevant
9 persons or a court order.

10 Twitch further objects to the phrase “cache control or cache busting function feature
11 provided thereby” as vague, ambiguous and not proportional to the needs of the case, as it does not
12 identify the information sought with particularity.

13 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
14 particular time period and/or geographic area relevant to the case.

15 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
16 and unintelligible in that it seeks “all documents.”

17 Twitch objects to this request to the extent it is duplicative of other discovery requests,
18 including but not limited to Requests for Production Nos. 9, 14, 17-18.

19 Subject to and without waiving any objections, Twitch responds as follows:

20 Twitch will produce non-privileged, non-protected documents sufficient to show the costs
21 and benefits of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash
22 algorithm and that renders the name of a file dependent on the contents of the file or ETags
23 calculated based on contents of a corresponding file during the time period of September 14, 2012
24 to December 25, 2016 for the United States, to the extent such documents exist in Twitch’s
25 possession, custody, or control and can be identified upon a reasonable search, and have not already
26 been produced in response to prior requests.

27 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
28 amend, or modify its response to this request as additional facts are learned and as otherwise

appropriate.

REQUEST FOR PRODUCTION NO. 46:

All documents relating to any non-infringing alternatives or acceptable substitutes for your accused instrumentality in light of the patents-in-suit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to this request to the extent it seeks not facts or contentions in this case, but a legal opinion or legal conclusion. Twitch further objects to this request to the extent it suggests that any Twitch technology infringes the patents-in-suit; Twitch does not infringe any valid claim of any claim PersonalWeb asserts in this case. The Twitch accused technology itself is a non-infringing alternative to the claimed inventions in the patent, as is any invalidating prior art asserted by Twitch.

Twitch objects to this request as prematurely seeking expert testimony in advance of the deadlines set by the Court's Local Rules and the case schedule.

Twitch objects to this request as overbroad and irrelevant because it is not limited to a particular time period and/or geographic area relevant to the case.

1 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
2 and unintelligible in that it seeks “all documents.”

3 Subject to and without waiving any objections, Twitch responds as follows:

4 Twitch will produce non-privileged, non-protected documents relating to any non-infring-
5 ing alternatives to the asserted claims of the patents-in-suit at the date provided in the Court’s Local
6 Rules and the case schedule.

7 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
8 amend, or modify its response to this request as additional facts are learned and as otherwise
9 appropriate.

10 **REQUEST FOR PRODUCTION NO. 47:**

11 All documents supporting, refuting, or relating to your contention that you are entitled to
12 attorneys’ fees under 35 U.S.C. § 285.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 47:**

14 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
15 objects to this request to the extent it seeks information protected by the attorney-client privilege,
16 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
17 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
18 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
19 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
20 applicable order of the Court.

21 Twitch objects to this request to the extent it seeks information that is subject to any
22 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
23 to any third party. Twitch further objects to this request to the extent that it purports to require
24 Twitch to disclose private or personally-identifiable information of its employees, customers, or
25 users. Twitch does not intend to provide such information without the consent of the relevant
26 persons or a court order.

27 Twitch objects to this request to the extent it seeks not facts or contentions in this case, but
28 a legal opinion or legal conclusion.

1 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
2 and unintelligible in that it seeks “all documents.”

3 Twitch objects to this request as premature.

4 Subject to and without waiving any objections, Twitch responds as follows:

5 Twitch will produce any non-privileged, non-protected documents supporting its claim for
6 attorneys’ fees at the time contemplated by the Court’s Local Rules and case schedule, and no later
7 than in connection with its motion for attorneys’ fees under § 285.

8 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
9 amend, or modify its response to this request as additional facts are learned and as otherwise
10 appropriate.

11 **REQUEST FOR PRODUCTION NO. 48:**

12 All documents that relate to the level of skill in the art relevant to the patents-in-suit.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 48:**

14 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
15 objects to this request to the extent it seeks information protected by the attorney-client privilege,
16 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
17 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
18 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
19 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
20 applicable order of the Court.

21 Twitch objects to this request to the extent it seeks information that is subject to any
22 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
23 to any third party. Twitch further objects to this request to the extent that it purports to require
24 Twitch to disclose private or personally-identifiable information of its employees, customers, or
25 users. Twitch does not intend to provide such information without the consent of the relevant
26 persons or a court order.

27 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
28 particular time period and/or geographic area relevant to the case.

1 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
2 and unintelligible in that it seeks “all documents.”

3 Twitch objects to this request as seeking a legal conclusion.

4 Twitch objects to this request as prematurely seeking expert testimony before the time con-
5 templated by the Court’s Local Rules and case schedule.

6 Subject to and without waiving any objections, Twitch responds as follows:

7 Twitch will provide its expert testimony regarding the appropriate level of skill in the art
8 relevant to the asserted claims of the patents-in-suit at the time, and any documents on which its
9 expert relies for purposes of that testimony, at the time contemplated by the Court’s Local Rules
10 and case schedule.

11 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
12 amend, or modify its response to this request as additional facts are learned and as otherwise
13 appropriate.

14 **REQUEST FOR PRODUCTION NO. 49:**

15 Documents sufficient to show the past and present policy or policies of Twitch, if any,
16 concerning retention, preservation, or destruction of documents.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 49:**

18 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
19 objects to this request to the extent it seeks information protected by the attorney-client privilege,
20 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
21 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
22 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
23 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
24 applicable order of the Court.

25 Twitch objects to this request to the extent it seeks information that is subject to any
26 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
27 to any third party. Twitch further objects to this request to the extent that it purports to require
28 Twitch to disclose private or personally-identifiable information of its employees, customers, or

1 users. Twitch does not intend to provide such information without the consent of the relevant
2 persons or a court order.

3 Twitch objects to the terms “policy” and “policies” as vague and ambiguous, overly broad,
4 unduly burdensome, and not proportional to the needs of the case, as they do not identify the items
5 or features with specificity.

6 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
7 particular time period and/or geographic area relevant to the case.

8 Subject to and without waiving any objections, Twitch responds as follows:

9 Twitch will produce non-privileged, non-protected documents sufficient to show its
10 document retention, preservation, and destruction policies during September 14, 2012 through
11 December 25, 2016, to the extent such documents exist in its possession, custody, or control and
12 can be located upon a reasonable search.

13 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
14 amend, or modify its response to this request as additional facts are learned and as otherwise
15 appropriate.

16 **REQUEST FOR PRODUCTION NO. 50:**

17 All documents provided to or by any person who will be called to give testimony in this
18 under Rule 701 of the Federal Rules of Evidence.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

20 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
21 objects to this request to the extent it seeks information protected by the attorney-client privilege,
22 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
23 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
24 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
25 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
26 applicable order of the Court.

27 Twitch objects to this request to the extent it seeks information that is subject to any
28 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed

1 to any third party. Twitch further objects to this request to the extent that it purports to require
2 Twitch to disclose private or personally-identifiable information of its employees, customers, or
3 users. Twitch does not intend to provide such information without the consent of the relevant
4 persons or a court order.

5 Twitch objects to this request as prematurely seeking Twitch's expert disclosures.

6 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
7 and unintelligible in that it seeks "all documents."

8 Subject to and without waiving any objections, Twitch responds as follows:

9 Twitch will produce non-privileged, non-protected documents on which its experts will rely at the
10 time contemplated by the Court's Local Rules and the case schedule.

11 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
12 amend, or modify its response to this request as additional facts are learned and as otherwise
13 appropriate.

14 **REQUEST FOR PRODUCTION NO. 51:**

15 All documents identified in your Rule 26(a)(1) initial disclosures.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 51:**

17 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
18 objects to this request to the extent it seeks information protected by the attorney-client privilege,
19 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
20 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
21 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
22 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
23 applicable order of the Court.

24 Twitch objects to this request to the extent it seeks information that is subject to any
25 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
26 to any third party. Twitch further objects to this request to the extent that it purports to require
27 Twitch to disclose private or personally-identifiable information of its employees, customers, or
28 users. Twitch does not intend to provide such information without the consent of the relevant

1 persons or a court order.

2 Subject to and without waiving any objections, Twitch responds as follows:

3 Twitch will produce all non-privileged and non-protected documents on which it intends to
4 rely on at trial, including those identified in its initial disclosures, and will identify those documents
5 at the time contemplated by the Court's Local Rules and case schedule.

6 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
7 amend, or modify its response to this request as additional facts are learned and as otherwise
8 appropriate.

9 **REQUEST FOR PRODUCTION NO. 52:**

10 All documents identified in your responses, or relied upon in responding, to any of
11 PersonalWeb's interrogatories.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 52:**

13 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
14 objects to this request to the extent it seeks information protected by the attorney-client privilege,
15 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
16 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
17 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
18 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
19 applicable order of the Court.

20 Twitch objects to this request to the extent it seeks information that is subject to any
21 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
22 to any third party. Twitch further objects to this request to the extent that it purports to require
23 Twitch to disclose private or personally-identifiable information of its employees, customers, or
24 users. Twitch does not intend to provide such information without the consent of the relevant
25 persons or a court order.

26 Subject to and without waiving any objections, Twitch responds as follows:

27 Twitch will produce non-privileged, non-protected documents upon which it relies in
28 responding to PersonalWeb's interrogatories, to the extent such documents exist in Twitch's

1 possession, custody, or control and can be identified upon a reasonable search. Indeed, Twitch has
2 already produced such documents for any interrogatory responses it has served to date.

3 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
4 amend, or modify its response to this request as additional facts are learned and as otherwise
5 appropriate.

6 **REQUEST FOR PRODUCTION NO. 53:**

7 All documents identified or relied upon or referred to in preparing your responses to any
8 discovery served upon you by PersonalWeb in this litigation.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 53:**

10 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
11 objects to this request to the extent it seeks information protected by the attorney-client privilege,
12 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
13 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
14 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
15 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
16 applicable order of the Court.

17 Twitch objects to this request to the extent it seeks information that is subject to any
18 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
19 to any third party. Twitch further objects to this request to the extent that it purports to require
20 Twitch to disclose private or personally-identifiable information of its employees, customers, or
21 users. Twitch does not intend to provide such information without the consent of the relevant
22 persons or a court order.

23 Subject to and without waiving any objections, Twitch responds as follows:

24 Twitch will produce non-privileged, non-protected documents upon which it relies in re-
25 sponding to PersonalWeb's discovery requests, to the extent such documents exist in Twitch's
26 possession, custody, or control and can be identified upon a reasonable search.

27 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
28 amend, or modify its response to this request as additional facts are learned and as otherwise

1 appropriate.

2 **REQUEST FOR PRODUCTION NO. 54:**

3 All documents identified, relied upon, or referred to in preparing subpoenas, interrogatories,
4 requests for production, or requests for admission in this litigation.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 54:**

6 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
7 objects to this request to the extent it seeks information protected by the attorney-client privilege,
8 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
9 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
10 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
11 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
12 applicable order of the Court.

13 Twitch objects to this request to the extent it seeks information that is subject to any
14 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
15 to any third party. Twitch further objects to this request to the extent that it purports to require
16 Twitch to disclose private or personally-identifiable information of its employees, customers, or
17 users. Twitch does not intend to provide such information without the consent of the relevant
18 persons or a court order.

19 Twitch objects to this request because on its face it seeks privileged and/or work product
20 material relating to its preparation of discovery.

21 Subject to and without waiving any objections, Twitch responds as follows:

22 Twitch will produce all non-privileged, non-protected documents referred to in any
23 subpoenas, interrogatories, requests for production, or requests for admission it serves in this
24 litigation, or documents that Amazon relied upon in preparing such discovery, to the extent such
25 documents exist in its possession, custody, or control. However, Twitch will not produce privileged
26 and/or work product documents.

27 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
28 amend, or modify its response to this request as additional facts are learned and as otherwise

appropriate.

REQUEST FOR PRODUCTION NO. 55:

All documents and communications prepared for any meeting between Twitch or its attorneys and investors of Twitch, including Amazon Web Services, Inc., related to any litigation involving the patents-in-suit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 55:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “all documents.”

Twitch objects to the request for “communications” related to the subject matter of the request to the extent it purports to include email. Email production is not required in this case absent specific request. (*See, e.g.*, Court’s [Model] Stipulation & Order Re: Discovery of Electronically Stored Information for Patent Litigation (“General ESI production requests . . . shall not include email or other forms of electronic correspondence.”).)

Twitch objects to this request as irrelevant and improper. On its face, the request seeks information subject to the attorney-client privilege, common interest, and/or joint defense privilege.

1 Twitch will not produce such privileged and protected information.

2 **REQUEST FOR PRODUCTION NO. 56:**

3 Documents sufficient to show the past and present policy or policies of Twitch, if any,
4 related to avoiding the intellectual property rights of third parties, including third party patent rights.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

6 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
7 objects to this request to the extent it seeks information protected by the attorney-client privilege,
8 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
9 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
10 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
11 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
12 applicable order of the Court.

13 Twitch objects to this request to the extent it seeks information that is subject to any
14 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
15 to any third party. Twitch further objects to this request to the extent that it purports to require
16 Twitch to disclose private or personally-identifiable information of its employees, customers, or
17 users. Twitch does not intend to provide such information without the consent of the relevant
18 persons or a court order.

19 Twitch objects to this request as vague and ambiguous with respect to the phrase “policies
20 . . . for avoiding the intellectual property rights of third parties.”

21 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
22 particular time period and/or geographic area relevant to the case.

23 Subject to and without waiving any objections, Twitch responds as follows:

24 Twitch will produce non-privileged, non-protected documents sufficient to show its policies
25 regarding licensing of intellectual property from third parties, to the extent such documents exist in
26 Twitch’s possession, custody, or control and can be identified upon a reasonable search.

27 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
28 amend, or modify its response to this request as additional facts are learned and as otherwise

appropriate.

REQUEST FOR PRODUCTION NO. 57:

All documents on which you intend to rely to prove any claim or affirmative defense asserted by you in the above-captioned litigation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 57:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to this request to the extent it seeks not facts or contentions in this case, but a legal opinion or legal conclusion.

Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “all documents.”

Subject to and without waiving any objections, Twitch responds as follows:

Twitch will produce non-privileged, non-protected documents upon which it will rely at trial in this case, to the extent such documents exist in Twitch’s possession, custody, or control and can be identified upon a reasonable search, at the appropriate time pursuant to the case schedule.

Investigation and discovery are ongoing, and Twitch reserves the right to supplement, amend, or modify its response to this request as additional facts are learned and as otherwise

appropriate.

REQUEST FOR PRODUCTION NO. 58:

All documents regarding Twitch's investigation into the patents-in-suit and whether Twitch's accused instrumentality infringes the patents-in-suit, including any studies or analyses, and any opinions of counsel on which Twitch intends to rely.

RESPONSE TO REQUEST FOR PRODUCTION NO. 58:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to this request to the extent it seeks not facts or contentions in this case, but a legal opinion or legal conclusion.

Twitch objects to the term "Twitch" on the basis identified in the General Objections above and incorporates those bases herein. Twitch will interpret "You" as Twitch Interactive, Inc. only.

Subject to and without waiving any objections, Twitch responds as follows:

Twitch will produce non-privileged, non-protected documents it intends to rely on to prove its claims and defenses, including any opinion of counsel on which it may rely, at the appropriate time pursuant to the case schedule.

1 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
2 amend, or modify its response to this request as additional facts are learned and as otherwise
3 appropriate.

4 **REQUEST FOR PRODUCTION NO. 59:**

5 All versions of the Terms of Service or any End User License Agreement which Twitch has
6 used or posted in connection with providing its services.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 59:**

8 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
9 objects to this request to the extent it seeks information protected by the attorney-client privilege,
10 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
11 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
12 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
13 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
14 applicable order of the Court.

15 Twitch objects to this request to the extent it seeks information that is subject to any
16 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
17 to any third party. Twitch further objects to this request to the extent that it purports to require
18 Twitch to disclose private or personally-identifiable information of its employees, customers, or
19 users. Twitch does not intend to provide such information without the consent of the relevant
20 persons or a court order.

21 Twitch objects to this request to the extent it seeks information equally available to
22 PersonalWeb in the public domain.

23 Twitch objects to this request as vague, ambiguous, and exceeding the boundaries of
24 discoverable information because it is unclear what “services” this request is referring to. Twitch
25 objects to the extent this seeks discovery on anything not specifically charted in PersonalWeb’s
26 Infringement Contentions. Twitch will only respond to requests concerning those accused
27 instrumentalities specifically charted in PersonalWeb’s Infringement Contentions.

28 Twitch objects to this request to the extent it seeks information that is neither relevant to

1 any claim or defense in this action nor proportional to the needs of the case.

2 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
3 particular time period and/or geographic area relevant to the case.

4 Subject to and without waiving any objections, Twitch responds as follows:

5 Twitch will produce non-privileged, non-protected documents sufficient to show Twitch's
6 terms of service and end-user license agreements during the time period of September 14, 2012 to
7 December 25, 2016 for the United States, to the extent such documents exist in Twitch's possession,
8 custody, or control and can be identified upon a reasonable search.

9 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
10 amend, or modify its response to this request as additional facts are learned and as otherwise
11 appropriate.

12 **REQUEST FOR PRODUCTION NO. 60:**

13 All manuals showing the operation of the software of the accused instrumentality.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 60:**

15 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
16 objects to this request to the extent it seeks information protected by the attorney-client privilege,
17 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
18 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
19 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
20 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
21 applicable order of the Court.

22 Twitch objects to this request to the extent it seeks information that is subject to any
23 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
24 to any third party. Twitch further objects to this request to the extent that it purports to require
25 Twitch to disclose private or personally-identifiable information of its employees, customers, or
26 users. Twitch does not intend to provide such information without the consent of the relevant
27 persons or a court order.

28 Twitch objects to this request to the extent it seeks information equally available to

1 PersonalWeb in the public domain.

2 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
3 particular time period and/or geographic area relevant to the case.

4 Subject to and without waiving any objections, Twitch responds as follows:

5 Twitch will produce non-privileged, non-protected technical manuals and documentation
6 (to the extent Twitch understands this term) relating to the accused features of Twitch.tv, during
7 the time period of September 14, 2012 to December 25, 2016 for the United States, to the extent
8 such documents existed in Twitch's possession, custody, or control and can be identified upon a
9 reasonable search.

10 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
11 amend, or modify its response to this request as additional facts are learned and as otherwise
12 appropriate.

13 **REQUEST FOR PRODUCTION NO. 61:**

14 All software specifications regarding the operation of the software of the accused
15 instrumentality.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 61:**

17 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
18 objects to this request to the extent it seeks information protected by the attorney-client privilege,
19 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
20 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
21 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
22 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
23 applicable order of the Court.

24 Twitch objects to this request to the extent it seeks information that is subject to any
25 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
26 to any third party. Twitch further objects to this request to the extent that it purports to require
27 Twitch to disclose private or personally-identifiable information of its employees, customers, or
28 users. Twitch does not intend to provide such information without the consent of the relevant

1 persons or a court order.

2 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
3 particular time period and/or geographic area relevant to the case.

4 Subject to and without waiving any objections, Twitch responds as follows:

5 Twitch will produce non-privileged, non-protected software specification and technical
6 documents relating to the accused features of Twitch.tv, during the time period of September 14,
7 2012 to December 25, 2016 for the United States, to the extent such documents existed in Twitch's
8 possession, custody, or control and can be identified upon a reasonable search.

9 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
10 amend, or modify its response to this request as additional facts are learned and as otherwise
11 appropriate.

12 **REQUEST FOR PRODUCTION NO. 62:**

13 All documents exchanged between Twitch, its employees, contractor and representatives or
14 exchanged with third parties regarding the development of the software or hardware of Twitch's
15 accused instrumentality.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 62:**

17 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
18 objects to this request to the extent it seeks information protected by the attorney-client privilege,
19 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
20 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
21 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
22 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
23 applicable order of the Court.

24 Twitch objects to this request to the extent it seeks information that is subject to any
25 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
26 to any third party. Twitch further objects to this request to the extent that it purports to require
27 Twitch to disclose private or personally-identifiable information of its employees, customers, or
28 users. Twitch does not intend to provide such information without the consent of the relevant

1 persons or a court order.

2 Twitch objects to this request to the extent it seeks information that is neither relevant to
3 any claim or defense in this action nor proportional to the needs of the case.

4 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
5 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

6 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
7 particular time period and/or geographic area relevant to the case.

8 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
9 and unintelligible in that it seeks “all documents.”

10 Subject to and without waiving any objections, Twitch responds as follows:

11 Twitch will produce non-privileged, non-protected documents sufficient to show the
12 technical design, operation, and functionality of the accused features of Twitch.tv during the time
13 period of September 14, 2012 to December 25, 2016 for the United States, to the extent such
14 documents existed in Twitch’s possession, custody, or control and can be identified upon a
15 reasonable search.

16 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
17 amend, or modify its response to this request as additional facts are learned and as otherwise
18 appropriate.

19 **REQUEST FOR PRODUCTION NO. 63:**

20 All documents regarding the compliance of Twitch’s customers or end users with any Terms
21 of Service or End User License Agreement that Twitch has used or posted in connection with
22 providing its services.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 63:**

24 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
25 objects to this request to the extent it seeks information protected by the attorney-client privilege,
26 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
27 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
28 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,

1 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
2 applicable order of the Court.

3 Twitch objects to this request to the extent it seeks information that is subject to any
4 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
5 to any third party. Twitch further objects to this request to the extent that it purports to require
6 Twitch to disclose private or personally-identifiable information of its employees, customers, or
7 users. Twitch does not intend to provide such information without the consent of the relevant
8 persons or a court order.

9 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
10 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

11 Twitch objects to this request to the extent it seeks information that is neither relevant to
12 any claim or defense in this action nor proportional to the needs of the case.

13 Twitch objects to this request as vague, ambiguous, and exceeding the boundaries of
14 discoverable information because it is unclear what “services” this request is referring to. Twitch
15 objects to the extent this seeks discovery on anything not specifically charted in PersonalWeb’s
16 Infringement Contentions. Twitch will only respond to requests concerning those accused
17 instrumentalities specifically charted in PersonalWeb’s Infringement Contentions.

18 Twitch objects to this request to the extent it seeks information regarding its customers
19 actions and decisions; such information is either outside of Twitch’s possession, custody, or control
20 or comprises customer information subject to Twitch’s privacy obligations.

21 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
22 particular time period and/or geographic area relevant to the case.

23 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
24 and unintelligible in that it seeks “all documents.”

25 Subject to and without waiving any objections, Twitch responds as follows:

26 Twitch will produce non-privileged, non-protected documents sufficient to show Twitch’s
27 terms of service and end-user license agreements for Twitch.tv during September 14, 2012 to De-
28 cember 25, 2016 for the United States, and documents relating to its customers’ compliance with

1 those terms, to the extent such documents exist in Twitch's possession, custody, or control and can
2 be identified upon a reasonable search.

3 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
4 amend, or modify its response to this request as additional facts are learned and as otherwise
5 appropriate.

6 **REQUEST FOR PRODUCTION NO. 64:**

7 All documents regarding the benefits of Twitch's customers or end users complying with
8 the Terms of Service or End User License agreements that Twitch has used or posted in connection
9 with providing its services.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 64:**

11 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
12 objects to this request to the extent it seeks information protected by the attorney-client privilege,
13 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
14 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
15 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
16 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
17 applicable order of the Court.

18 Twitch objects to this request to the extent it seeks information that is subject to any
19 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
20 to any third party. Twitch further objects to this request to the extent that it purports to require
21 Twitch to disclose private or personally-identifiable information of its employees, customers, or
22 users. Twitch does not intend to provide such information without the consent of the relevant
23 persons or a court order.

24 Twitch objects to this request to the extent it seeks information that is neither relevant to
25 any claim or defense in this action nor proportional to the needs of the case.

26 Twitch objects to the term "Twitch" on the basis identified in the General Objections above
27 and incorporates those bases herein. Twitch will interpret "Twitch" as Twitch Interactive, Inc. only.

28 Twitch objects to this request as overbroad and irrelevant because it is not limited to a

1 particular time period and/or geographic area relevant to the case.

2 Twitch objects to this request as unreasonably duplicative and/or redundant of Request Nos.
3 59 and 63.

4 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
5 and unintelligible in that it seeks “all documents.”

6 Twitch will produce non-privileged, non-protected documents regarding the purported ben-
7 efits to Twitch of its customers complying with its terms of use and end-user licenses for Twitch.tv
8 during September 14, 2012 to December 25, 2016 in the United States, to the extent such documents
9 exist in its possession, custody or control and can be located upon a reasonable search.

10 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
11 amend, or modify its response to this request as additional facts are learned and as otherwise
12 appropriate.

13 **REQUEST FOR PRODUCTION NO. 65:**

14 All documents regarding the manner in which the accused instrumentality interfaces with
15 Amazon’s S3 System.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 65:**

17 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
18 objects to this request to the extent it seeks information protected by the attorney-client privilege,
19 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
20 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
21 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
22 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
23 applicable order of the Court.

24 Twitch objects to this request to the extent it seeks information that is subject to any
25 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
26 to any third party. Twitch further objects to this request to the extent that it purports to require
27 Twitch to disclose private or personally-identifiable information of its employees, customers, or
28 users. Twitch does not intend to provide such information without the consent of the relevant

1 persons or a court order.

2 Twitch objects to this request to the extent it seeks discovery on Amazon S3. PersonalWeb
3 is barred from asserting any claim of infringement in any case based on the use or operation of
4 Amazon S3. (*See* 5:18-md-02834 Dkt. 381.) To the extent Twitch provides discovery on S3, it
5 does so explicitly without waiver of this objection.

6 Twitch objects to the term “interfaces” as vague and ambiguous, overly broad, unduly
7 burdensome, and not proportional to the needs of the case, as they do not identify the items or
8 features with specificity.

9 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
10 particular time period and/or geographic area relevant to the case.

11 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
12 and unintelligible in that it seeks “all documents.”

13 Subject to and without waiving any objections, Twitch responds as follows:

14 Twitch will produce non-privileged, non-protected documents sufficient to show the
15 technical design, operation, and functionality of the accused features of Twitch.tv during the time
16 period of September 14, 2012 to December 25, 2016 for the United States, to the extent such
17 documents existed in Twitch’s possession, custody, or control and can be identified upon a
18 reasonable search.

19 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
20 amend, or modify its response to this request as additional facts are learned and as otherwise
21 appropriate.

22 **REQUEST FOR PRODUCTION NO. 66:**

23 All documents regarding the manner in which the accused instrumentality interfaces with
24 the CloudFront System.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 66:**

26 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
27 objects to this request to the extent it seeks information protected by the attorney-client privilege,
28 attorney work-product doctrine, joint defense privilege, common interest exception, duty of

1 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
2 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
3 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
4 applicable order of the Court.

5 Twitch objects to this request to the extent it seeks information that is subject to any
6 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
7 to any third party. Twitch further objects to this request to the extent that it purports to require
8 Twitch to disclose private or personally-identifiable information of its employees, customers, or
9 users. Twitch does not intend to provide such information without the consent of the relevant
10 persons or a court order.

11 Twitch objects to the term “interfaces” as vague and ambiguous, overly broad, unduly
12 burdensome, and not proportional to the needs of the case, as they do not identify the items or
13 features with specificity.

14 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
15 particular time period and/or geographic area relevant to the case.

16 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
17 and unintelligible in that it seeks “all documents.”

18 Amazon Web Services, Inc. is a separate company with a separate set of accused
19 technologies. Any requests for information relating to CloudFront should be made to Amazon Web
20 Services, Inc. itself.

21 Subject to and without waiving any objections, Twitch responds as follows:

22 Twitch did not use CloudFront during the relevant time period of September 14, 2012 to
23 December 25, 2016. Accordingly, Twitch will not search for documents responsive to this request.

24 **REQUEST FOR PRODUCTION NO. 67:**

25 All versions of source code reflecting the design and development of the source code used
26 for the accused instrumentality.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 67:**

28 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch

1 objects to this request to the extent it seeks information protected by the attorney-client privilege,
2 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
3 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
4 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
5 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
6 applicable order of the Court.

7 Twitch objects to this request to the extent it seeks information that is subject to any
8 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
9 to any third party. Twitch further objects to this request to the extent that it purports to require
10 Twitch to disclose private or personally-identifiable information of its employees, customers, or
11 users. Twitch does not intend to provide such information without the consent of the relevant
12 persons or a court order.

13 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
14 particular time period and/or geographic area relevant to the case.

15 Subject to and without waiving any objections, Twitch responds as follows:

16 Twitch has already made available for inspection, pursuant to the terms of the protective
17 order, source code reflecting the operation of the accused Twitch.tv website available in the United
18 States, including the revisions to that code that existed between September 14, 2012 through
19 December 25, 2016.

20 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
21 amend, or modify its response to this request as additional facts are learned and as otherwise
22 appropriate.

23 **REQUEST FOR PRODUCTION NO. 68:**

24 All versions of source code reflecting the source code used by Twitch to provide the accused
25 instrumentality to its customers or end users.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 68:**

27 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
28 objects to this request to the extent it seeks information protected by the attorney-client privilege,

1 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
2 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
3 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
4 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
5 applicable order of the Court.

6 Twitch objects to this request to the extent it seeks information that is subject to any
7 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
8 to any third party. Twitch further objects to this request to the extent that it purports to require
9 Twitch to disclose private or personally-identifiable information of its employees, customers, or
10 users. Twitch does not intend to provide such information without the consent of the relevant
11 persons or a court order.

12 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
13 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

14 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
15 particular time period and/or geographic area relevant to the case.

16 Twitch objects to this request to the extent it is duplicative of other discovery requests,
17 including but not limited to Requests for Production No. 67.

18 Subject to and without waiving any objections, Twitch responds as follows:

19 Twitch has already made available for inspection, pursuant to the terms of the protective
20 order, source code reflecting the operation of the accused Twitch.tv website available in the United
21 States, including the revisions to that code that existed between September 14, 2012 through
22 December 25, 2016.

23 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
24 amend, or modify its response to this request as additional facts are learned and as otherwise
25 appropriate.

26 **REQUEST FOR PRODUCTION NO. 69:**

27 All documents regarding the locations of any content delivery servers used by Twitch or
28 Amazon in connection with Twitch providing the accused instrumentality to its customers or end

1 users.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 69:**

3 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
4 objects to this request to the extent it seeks information protected by the attorney-client privilege,
5 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
6 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
7 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
8 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
9 applicable order of the Court.

10 Twitch objects to this request to the extent it seeks information that is subject to any
11 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
12 to any third party. Twitch further objects to this request to the extent that it purports to require
13 Twitch to disclose private or personally-identifiable information of its employees, customers, or
14 users. Twitch does not intend to provide such information without the consent of the relevant
15 persons or a court order.

16 Twitch objects to this request to the extent it seeks information that is neither relevant to
17 any claim or defense in this action nor proportional to the needs of the case.

18 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
19 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

20 Twitch objects to the term “Amazon” as vague and ambiguous, overly broad, unduly
21 burdensome, and not proportional to the needs of the case, as they do not identify the items or
22 features with specificity. Twitch will interpret this term to mean Amazon.com, Inc. and Amazon
23 Web Services, Inc.

24 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
25 and unintelligible in that it seeks “all documents.”

26 Twitch objects to this request because it is grossly overbroad and is not relevant to any issue
27 in this case. For example, the request on its face seeks information relating to the location of any
28 servers that Twitch relies on in connection with content delivery network services, even if those

1 servers are not directly related to provision of the specific Twitch.tv services and features accused
2 in this litigation. Twitch's use of content delivery networks, without specific limitations to
3 Twitch.tv, is not relevant to this case.

4 **REQUEST FOR PRODUCTION NO. 70:**

5 All documents regarding any change in the functionality of the accused instrumentality and
6 the manner in which it operates.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 70:**

8 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
9 objects to this request to the extent it seeks information protected by the attorney-client privilege,
10 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
11 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
12 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
13 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
14 applicable order of the Court.

15 Twitch objects to this request to the extent it seeks information that is subject to any
16 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
17 to any third party. Twitch further objects to this request to the extent that it purports to require
18 Twitch to disclose private or personally-identifiable information of its employees, customers, or
19 users. Twitch does not intend to provide such information without the consent of the relevant
20 persons or a court order.

21 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
22 particular time period and/or geographic area relevant to the case.

23 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
24 and unintelligible in that it seeks "all documents."

25 Subject to and without waiving any objections, Twitch responds as follows:

26 Twitch has already made available for inspection, pursuant to the terms of the protective
27 order, source code reflecting the operation of the accused Twitch.tv website in the United States,
28 including the revisions to that code that existed between September 14, 2012 through December

25, 2016.

Investigation and discovery are ongoing, and Twitch reserves the right to supplement, amend, or modify its response to this request as additional facts are learned and as otherwise appropriate.

REQUEST FOR PRODUCTION NO. 71:

All documents regarding Twitch's acquisition by Amazon Web Services, Inc.

RESPONSE TO REQUEST FOR PRODUCTION NO. 71:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to this request to the extent it seeks information equally available to PersonalWeb in the public domain.

Twitch objects to this request as it seeks information that is neither relevant to any claim or defense in this action nor proportional to the needs of the case. Twitch's acquisition by Amazon Web Services, Inc., a separate company, is not relevant to any issue in the case against Twitch. Any documents showing the revenue generated by Amazon cannot be used as a basis for any damages calculations for claims against Twitch.

Twitch further objects to this request as seeking information that is neither relevant to any

1 claim or defense because it is not limited to any accused technology in this case.

2 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
3 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

4 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
5 and unintelligible in that it seeks “all documents.” For example, on its face this request seeks every
6 single document relating in any way to Amazon Web Services, Inc.’s acquisition of Twitch. Such
7 documents have no connection to the value of the accused technology in this case or to the
8 hypothetical negotiation between Twitch and PersonalWeb; they are irrelevant and not proportional
9 to the needs of the case.

10 **REQUEST FOR PRODUCTION NO. 72:**

11 All documents regarding the investments and improvements in the accused instrumentality,
12 including investments and improvements made to the infrastructure, software or hardware of
13 Twitch’s accused instrumentality.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 72:**

15 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
16 objects to this request to the extent it seeks information protected by the attorney-client privilege,
17 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
18 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
19 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
20 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
21 applicable order of the Court.

22 Twitch objects to this request to the extent it seeks information that is subject to any
23 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
24 to any third party. Twitch further objects to this request to the extent that it purports to require
25 Twitch to disclose private or personally-identifiable information of its employees, customers, or
26 users. Twitch does not intend to provide such information without the consent of the relevant
27 persons or a court order.

28 Twitch objects to the term “Twitch” on the basis identified in the General Objections above

1 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

2 Twitch objects to the terms “investments” and “improvements” as vague and ambiguous,
3 overly broad, unduly burdensome, and not proportional to the needs of the case, as they do not
4 identify the items or features with specificity.

5 Twitch further objects to this request as vague and ambiguous, overly broad, and not
6 proportional to the needs of the case because not every change to Twitch.tv is relevant to the issues
7 in the litigation.

8 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
9 particular time period and/or geographic area relevant to the case.

10 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
11 and unintelligible in that it seeks “all documents.”

12 Subject to and without waiving any objections, Twitch responds as follows:

13 Twitch has already made available for inspection, pursuant to the terms of the protective
14 order, source code reflecting the operation of the accused Twitch.tv website in the United States,
15 including the revisions to that code that existed between September 14, 2012 through December
16 25, 2016, to the extent such documents exist in Twitch’s possession, custody, or control and can be
17 identified upon a reasonable search.

18 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
19 amend, or modify its response to this request as additional facts are learned and as otherwise
20 appropriate.

21 **REQUEST FOR PRODUCTION NO. 73:**

22 All documents regarding Twitch’s forecasts and plans regarding the sales and commercial
23 success of Twitch, including the investments and improvements Twitch plans to perform to the
24 infrastructure, software or hardware of the accused instrumentality.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 73:**

26 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
27 objects to this request to the extent it seeks information protected by the attorney-client privilege,
28 attorney work-product doctrine, joint defense privilege, common interest exception, duty of

1 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
2 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
3 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
4 applicable order of the Court.

5 Twitch objects to this request to the extent it seeks information that is subject to any
6 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
7 to any third party. Twitch further objects to this request to the extent that it purports to require
8 Twitch to disclose private or personally-identifiable information of its employees, customers, or
9 users. Twitch does not intend to provide such information without the consent of the relevant
10 persons or a court order.

11 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
12 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

13 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
14 and unintelligible. For example, Twitch objects to the undefined phrases “Twitch’s forecasts and
15 plans regarding the sales and commercial success of Twitch,” and “investments and improvements
16 Twitch plans to perform to the infrastructure, software or hardware” as vague and ambiguous,
17 overly broad, unduly burdensome, and not proportional to the needs of the case, as they do not
18 identify the items or features with specificity.

19 Twitch further objects to this request because projected sales related to the accused
20 instrumentality are not relevant to any issue in the case as the asserted patents have expired.

21 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
22 and unintelligible in that it seeks “all documents.”

23 Subject to and without waiving any objections, Twitch responds as follows:

24 Twitch has already produced non-privileged, non-protected documents sufficient to show
25 revenue information from the www.twitch.tv website during the time period of September 14, 2012
26 to December 25, 2016 for the United States, to the extent such documents exist in Twitch’s
27 possession, custody, or control and can be identified upon a reasonable search.

28 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,

1 amend, or modify its response to this request as additional facts are learned and as otherwise
2 appropriate.

3 **REQUEST FOR PRODUCTION NO. 74:**

4 All documents regarding the timeframe for when Twitch plans to be profitable, including
5 estimated forecasts or plans for profitability.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 74:**

7 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
8 objects to this request to the extent it seeks information protected by the attorney-client privilege,
9 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
10 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
11 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
12 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
13 applicable order of the Court.

14 Twitch objects to this request to the extent it seeks information that is subject to any
15 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
16 to any third party. Twitch further objects to this request to the extent that it purports to require
17 Twitch to disclose private or personally-identifiable information of its employees, customers, or
18 users. Twitch does not intend to provide such information without the consent of the relevant
19 persons or a court order.

20 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
21 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

22 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
23 and unintelligible. For example, Twitch objects to the undefined phrases “timeframe for when
24 Twitch plans to be profitable” and “estimated forecasts or plans for profitability” as vague and
25 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as they
26 do not identify the items or features with specificity.

27 Twitch further objects to this request because projected revenues related to the accused
28 instrumentality are not relevant to any issue in the case as the asserted patents have expired.

1 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
2 and unintelligible in that it seeks “all documents.”

3 **REQUEST FOR PRODUCTION NO. 75:**

4 All documents regarding any freedom to operate analysis or competitive analysis for the
5 accused instrumentality.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 75:**

7 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
8 objects to this request to the extent it seeks information protected by the attorney-client privilege,
9 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
10 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
11 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
12 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
13 applicable order of the Court.

14 Twitch objects to this request to the extent it seeks information that is subject to any
15 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
16 to any third party. Twitch further objects to this request to the extent that it purports to require
17 Twitch to disclose private or personally-identifiable information of its employees, customers, or
18 users. Twitch does not intend to provide such information without the consent of the relevant
19 persons or a court order.

20 Twitch objects to this request to the extent it seeks information that is neither relevant to
21 any claim or defense in this action nor proportional to the needs of the case.

22 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
23 and unintelligible in that it seeks “all documents.”

24 Subject to and without waiving any objections, Twitch responds as follows:

25 Twitch has already produced non-privileged, non-protected documents sufficient to show
26 what if any technical features impacted the market position of the Twitch.tv website in the United
27 States during the time period of September 14, 2012 to December 25, 2016.

28 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,

1 amend, or modify its response to this request as additional facts are learned and as otherwise
2 appropriate.

3 **REQUEST FOR PRODUCTION NO. 76:**

4 All documents regarding the accuracy of the content provided by the accused
5 instrumentality in response to customer or end user requests for content.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 76:**

7 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
8 objects to this request to the extent it seeks information protected by the attorney-client privilege,
9 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
10 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
11 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
12 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
13 applicable order of the Court.

14 Twitch objects to this request to the extent it seeks information that is subject to any
15 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
16 to any third party. Twitch further objects to this request to the extent that it purports to require
17 Twitch to disclose private or personally-identifiable information of its employees, customers, or
18 users. Twitch does not intend to provide such information without the consent of the relevant
19 persons or a court order.

20 Twitch objects to this request to the extent it seeks information that is neither relevant to
21 any claim or defense in this action nor proportional to the needs of the case.

22 Twitch objects to the undefined term “accuracy of the content” as vague and ambiguous,
23 not relevant to any claim or defense, overly broad, unduly burdensome, and not proportional to the
24 needs of the case, as it does not identify the item with specificity.

25 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
26 particular time period and/or geographic area relevant to the case.

27 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
28 and unintelligible in that it seeks “all documents.”

1 **REQUEST FOR PRODUCTION NO. 77:**

2 All documents regarding the latency of the content provided by the accused instrumentality
3 in response to customer or end user requests for content.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 77:**

5 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
6 objects to this request to the extent it seeks information protected by the attorney-client privilege,
7 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
8 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
9 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
10 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
11 applicable order of the Court.

12 Twitch objects to this request to the extent it seeks information that is subject to any
13 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
14 to any third party. Twitch further objects to this request to the extent that it purports to require
15 Twitch to disclose private or personally-identifiable information of its employees, customers, or
16 users. Twitch does not intend to provide such information without the consent of the relevant
17 persons or a court order.

18 Twitch objects to the undefined term “latency of the content” as vague and ambiguous, not
19 relevant to any claim or defense, overly broad, unduly burdensome, and not proportional to the
20 needs of the case, as it does not identify the item with specificity.

21 Twitch objects to this request to the extent it seeks information that is neither relevant to
22 any claim or defense in this action nor proportional to the needs of the case.

23 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
24 and unintelligible in that it seeks “all documents.”

25 Twitch objects to this request to the extent it is duplicative of other discovery requests,
26 including but not limited to Requests for Production Nos. 12-14 and 17.

27 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
28 particular time period and/or geographic area relevant to the case.

1 Subject to and without waiving any objections, Twitch responds as follows:

2 Twitch is not aware of any further responsive, non-privileged and non-protected documents
3 that are not redundant of Request Nos. 12-14 and 17.

4 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
5 amend, or modify its response to this request as additional facts are learned and as otherwise
6 appropriate.

7 **REQUEST FOR PRODUCTION NO. 78:**

8 All documents regarding any cache busting or cache control feature provided by the accused
9 instrumentality.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 78:**

11 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
12 objects to this request to the extent it seeks information protected by the attorney-client privilege,
13 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
14 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
15 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
16 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
17 applicable order of the Court.

18 Twitch objects to this request to the extent it seeks information that is subject to any
19 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
20 to any third party. Twitch further objects to this request to the extent that it purports to require
21 Twitch to disclose private or personally-identifiable information of its employees, customers, or
22 users. Twitch does not intend to provide such information without the consent of the relevant
23 persons or a court order.

24 Twitch objects to the undefined terms “cache busting” and “cache control” as vague and
25 ambiguous, not relevant to any claim or defense, overly broad, unduly burdensome, and not
26 proportional to the needs of the case, as it does not identify the item with specificity.

27 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
28 and unintelligible in that it seeks “all documents.”

1 Twitch objects to this request to the extent it is duplicative of other discovery requests,
2 including but not limited to Requests for Production Nos. 9, 14, 17-18.

3 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
4 particular time period and/or geographic area relevant to the case.

5 Subject to and without waiving any objections, Twitch responds as follows:

6 Twitch will produce algorithm and that renders the name of a file dependent on the contents
7 of the file or ETags calculated based on contents of a corresponding file for Twitch.tv during the
8 time period of September 14, 2012 to December 25, 2016 for the United States, to the extent such
9 documents exist in Twitch's possession, custody, or control and can be identified upon a reasonable
10 search, and has not already been produced in response to prior requests.

11 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
12 amend, or modify its response to this request as additional facts are learned and as otherwise
13 appropriate.

14 **REQUEST FOR PRODUCTION NO. 79:**

15 All documents regarding whether the use of ETags assisted with customer or end user
16 compliance with any Terms of Service or End User License Agreement used or posted by Twitch.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 79:**

18 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
19 objects to this request to the extent it seeks information protected by the attorney-client privilege,
20 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
21 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
22 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
23 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
24 applicable order of the Court.

25 Twitch objects to this request to the extent it seeks information that is subject to any
26 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
27 to any third party. Twitch further objects to this request to the extent that it purports to require
28 Twitch to disclose private or personally-identifiable information of its employees, customers, or

1 users. Twitch does not intend to provide such information without the consent of the relevant
2 persons or a court order.

3 Twitch objects to the undefined terms “ETags” as vague and ambiguous, not relevant to
4 any claim or defense, overly broad, unduly burdensome, and not proportional to the needs of the
5 case, as it does not identify the item with specificity. Twitch will interpret this term as ETags
6 calculated based on contents of a corresponding file.

7 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
8 particular time period and/or geographic area relevant to the case.

9 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
10 and unintelligible in that it seeks “all documents.”

11 Subject to and without waiving any objections, Twitch responds as follows:

12 Twitch will produce non-privileged and non-protected documents sufficient to show
13 whether the use of ETags has any impact on compliance with Twitch’s terms of service or end-user
14 license agreements for Twitch.tv in the United States between during September 14, 2012 through
15 December 25, 2016, to the extent such documents exist in its possession, custody, or control.

16 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
17 amend, or modify its response to this request as additional facts are learned and as otherwise
18 appropriate.

19 **REQUEST FOR PRODUCTION NO. 80:**

20 All documents regarding whether the use of fingerprints assisted with customer or end user
21 compliance with any Terms of Service or End User License Agreement used or posted by Twitch.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 80:**

23 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
24 objects to this request to the extent it seeks information protected by the attorney-client privilege,
25 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
26 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
27 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
28 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any

1 applicable order of the Court.

2 Twitch objects to this request to the extent it seeks information that is subject to any
3 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
4 to any third party. Twitch further objects to this request to the extent that it purports to require
5 Twitch to disclose private or personally-identifiable information of its employees, customers, or
6 users. Twitch does not intend to provide such information without the consent of the relevant
7 persons or a court order.

8 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
9 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

10 Twitch objects to the undefined terms “fingerprints” as vague and ambiguous, not relevant
11 to any claim or defense, overly broad, unduly burdensome, and not proportional to the needs of the
12 case, as it does not identify the item with specificity. Twitch will interpret this term as a Ruby on
13 Rails fingerprint or a similar value that is calculated via a hash algorithm and that renders the name
14 of a file dependent on the contents of the file.

15 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
16 particular time period and/or geographic area relevant to the case.

17 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
18 and unintelligible in that it seeks “all documents.”

19 Subject to and without waiving any objections, Twitch responds as follows:

20 Twitch will produce non-privileged, non-protected documents sufficient to show the impact
21 of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash algorithm and
22 that renders the name of a file dependent on the contents of the file or ETags calculated based on
23 contents of a corresponding file on end users’ compliance with Twitch’s terms of service on
24 Twitch.tv, in the United States during September 14, 2012 through December 25, 2016, to the
25 extent such documents exist in its possession, custody or control.

26 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
27 amend, or modify its response to this request as additional facts are learned and as otherwise
28 appropriate.

1 **REQUEST FOR PRODUCTION NO. 81:**

2 All documents you intend to introduce at trial in the above-captioned litigation or in any
3 related proceeding.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 81:**

5 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
6 objects to this request to the extent it seeks information protected by the attorney-client privilege,
7 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
8 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
9 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
10 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
11 applicable order of the Court.

12 Twitch objects to this request to the extent it seeks information that is subject to any
13 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
14 to any third party. Twitch further objects to this request to the extent that it purports to require
15 Twitch to disclose private or personally-identifiable information of its employees, customers, or
16 users. Twitch does not intend to provide such information without the consent of the relevant
17 persons or a court order.

18 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
19 and unintelligible in that it seeks “all documents.”

20 Subject to and without waiving any objections, Twitch responds as follows:

21 Twitch will produce non-privileged, non-protected documents responsive to this request, to
22 the extent such documents exist in Twitch’s possession, custody, or control and can be identified
23 upon a reasonable search, at the appropriate time pursuant to the case schedule.

24 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
25 amend, or modify its response to this request as additional facts are learned and as otherwise
26 appropriate.

27 **REQUEST FOR PRODUCTION NO. 82:**

28 Documents sufficient to identify the name, title, and relationship of current officers,

1 directors, and management at Twitch.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 82:**

3 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
4 objects to this request to the extent it seeks information protected by the attorney-client privilege,
5 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
6 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
7 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
8 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
9 applicable order of the Court.

10 Twitch objects to this request to the extent it seeks information that is subject to any
11 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
12 to any third party. Twitch further objects to this request to the extent that it purports to require
13 Twitch to disclose private or personally-identifiable information of its employees, customers, or
14 users. Twitch does not intend to provide such information without the consent of the relevant
15 persons or a court order.

16 Twitch objects to the term “Twitch” on the basis identified in the General Objections above
17 and incorporates those bases herein. Twitch will interpret “Twitch” as Twitch Interactive, Inc. only.

18 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
19 particular time period and/or geographic area relevant to the case.

20 Twitch objects to this request because it seeks information that is neither relevant to any
21 claim or defense in this action nor proportional to the needs of the case. Indeed, Twitch has
22 identified in its initial disclosures and any amendments thereto the witnesses on whom it will rely
23 at trial and those people in possession of information relevant to the claims and defenses in this
24 case. No other information called for by this request is relevant to the issues in this case or
25 proportional to the needs of the case.

26 **REQUEST FOR PRODUCTION NO. 83:**

27 To the extent not produced in response to the foregoing requests for production, all
28 documents and things that demonstrate, evidence, establish, or refute the allegations in Twitch’s

1 answer and counterclaims in this action.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 83:**

3 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
4 objects to this request to the extent it seeks information protected by the attorney-client privilege,
5 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
6 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
7 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
8 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
9 applicable order of the Court.

10 Twitch objects to this request to the extent it seeks information that is subject to any
11 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
12 to any third party. Twitch further objects to this request to the extent that it purports to require
13 Twitch to disclose private or personally-identifiable information of its employees, customers, or
14 users. Twitch does not intend to provide such information without the consent of the relevant
15 persons or a court order.

16 Twitch objects to this request to the extent it seeks not facts or contentions in this case, but
17 a legal opinion or legal conclusion.

18 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
19 and unintelligible in that it seeks “all documents.”

20 Subject to and without waiving any objections, Twitch responds as follows:

21 Twitch will produce non-privileged, non-protected documents which it will rely at trial to
22 support its non-infringement claims and defenses. Twitch further responds that it will produced
23 non-privileged, non-protected documents sufficient to show the technical design, operation, and
24 functionality of the accused features of Twitch’s use of content-based ETags to serve assets on
25 Twitch.tv, and how the Twitch.tv website used a Ruby on Rails fingerprint or a similar value that
26 is calculated via a hash algorithm and that renders the name of a file dependent on the contents of
27 the file in HTTP requests during the time period of September 14, 2012 to December 25, 2016 for
28 the United States, to the extent such documents existed in Twitch possession, custody, or control

1 and can be identified upon a reasonable search, and have not already been produced in response to
2 prior requests.

3 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
4 amend, or modify its response to this request as additional facts are learned and as otherwise
5 appropriate.

6
7 Respectfully submitted,
8 Dated: July 15, 2019 FENWICK & WEST LLP

9
10 By: /s/ Todd R. Gregorian
Todd R. Gregorian

11 Counsel for
12 TWITCH INTERACTIVE, INC.
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FENWICK & WEST LLP
ATTORNEYS AT LAW

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on this 15th day of July, a true and correct copy of the foregoing
3 document was served on each party through their counsel of record via email.

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18 /s/ Chieh Tung

19 Chieh Tung